

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO				CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006443	
TO: CITY COUNCIL		FROM (ORIGINATING DEPARTMENT): Public Works/Engineering-AEP		DATE: 08/06/2013	
SUBJECT: Tenth Amendment of the San Diego New Central Library Joint Venture Agreement					
PRIMARY CONTACT (NAME, PHONE): Darren Greenhalgh, 619-533-3616			SECONDARY CONTACT (NAME, PHONE): Cynthia Meinhardt, 619-533-5259		
COMPLETE FOR ACCOUNTING PURPOSES					
FUND	200595	400693	400264		
DEPT / FUNCTIONAL AREA	OTHR-00000000-GG	OTHR-00000000-CL	OTHR-00000000-CL		
ORG / COST CENTER	9913000011	1713110014	1713110014		
OBJECT / GENERAL LEDGER ACCT	330021	512025			
JOB / WBS OR INTERNAL ORDER		S-00799.06.01.03	S00799		
C.I.P./CAPITAL PROJECT No.		S00799			
AMOUNT	\$50,000.00	\$400,000.00	0.00	0.00	0.00
FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00
COST SUMMARY (IF APPLICABLE): COST SUMMARY (IF APPLICABLE): Total Project Estimate: \$187,620,000 PREVIOUSLY AUTHORIZED: \$187,500,000 THIS REQUEST: (NOT TO EXCEED) \$120,000 This action also allocates \$400,000 to Joint Venture Contract without increasing the total project budget					
ROUTING AND APPROVALS					
CONTRIBUTORS/REVIEWERS:		APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	
Environmental Analysis		ORIG DEPT.	Heinrichs, Tony	9/11/2013	
Liaison Office		CFO			
Equal Opportunity Contracting		DEPUTY CHIEF			
Comptroller		COO			
Financial Management		CITY ATTORNEY			
		COUNCIL			

		PRESIDENTS OFFICE			
PREPARATION OF:	<input type="checkbox"/> RESOLUTIONS	<input checked="" type="checkbox"/> ORDINANCE(S)	<input type="checkbox"/> AGREEMENT(S)	<input type="checkbox"/> DEED(S)	
<p>1. Introducing and adopting an ordinance authorizing the Mayor or his designee to execute a Tenth amendment to the joint venture agreement with Rob Wellington Quigley Architects, Inc. and Tucker Sadler Architects for the purpose of providing construction administration and additional services in CIP S-00799, San Diego New Central Library, in an amount not to exceed \$400,000; and</p> <p>2. The Chief Financial Officer is authorized to expend an amount not to exceed \$400,000 from CIP S-00799, San Diego New Central Library, Fund 400693, Central Library Contributions, for the purpose of executing this amendment to the agreement; and</p> <p>3. The Chief Financial Officer is authorized to increase the Capital Improvements Program Budget in CIP S-00799, San Diego New Central Library in an amount not to exceed \$120,000; \$50,000 in Fund No. 200595, PEG fee (City TV) and \$70,000 in Fund 400264, Private and Others Contribution-CIP, contingent upon receipt of energy efficiency rebate funds from SDG&E; and</p> <p>4. The Chief Financial Officer is authorized to accept, appropriate, and expend an amount up to \$70,000 in CIP S-00799, San Diego New Central Library, Fund 400264, Private and Others Contribution-CIP, for the purpose of funding project related costs, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that energy efficiency rebate funds from SDG&E necessary for expenditure are, or will be, on deposit with the City Treasurer; and</p> <p>5. The Chief Financial Officer is authorized to appropriate and expend an additional \$50,000 Fund 200595, PEG fee (City TV) to CIP S-00799, San Diego New Central Library, for the purpose of providing Audio Visual improvements for the New Central Library and Auditorium, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer.</p>					
STAFF RECOMMENDATIONS:					
Approve the Proposed Ordinance					
SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)					
COUNCIL DISTRICT(S):		(3) Gloria			
COMMUNITY AREA(S):		Center City			
ENVIRONMENTAL IMPACT:		This activity is adequately addressed in Mitigated Negative Declaration (LDR No. 41-0980) and Addendum (LDR No. 41-0980A). The current activity is part of a series of subsequent discretionary actions, and therefore not considered to be a separate project for purposes of CEQA review as defined in State CEQA Guidelines Section §15378(c). Pursuant to Section 15162 of CEQA, there is no change in circumstance, additional information or project changes to warrant additional environmental review.			
CITY CLERK INSTRUCTIONS:		This item is subject to Charter Section 99 (10 day published notice, approval by Ordinance and 6 votes required)			

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 08/06/2013

ORIGINATING DEPARTMENT: Public Works/Engineering-AEP

SUBJECT: Tenth Amendment of the San Diego New Central Library Joint Venture Agreement

COUNCIL DISTRICT(S): (3) Gloria

CONTACT/PHONE NUMBER: Darren Greenhalgh/619-533-3616

DESCRIPTIVE SUMMARY OF ITEM:

Adopt an ordinance to amend the Joint Venture Contract with Rob Wellington Quigley and Tucker Sadler Architects for structural engineering construction administration for the library dome and special events room and additional services necessary for coordinating the artwork design in the library and auditorium and construction completion. Authorize the Chief Financial Officer to accept energy efficiency rebate funds from SDG&E and appropriate \$70,000 from SDG&E and an additional \$50,000 from PEG fee (City TV) funds for the purpose of funding New Central Library project related costs.

STAFF RECOMMENDATION:

Approve the Proposed Ordinance

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

Construction of the New Central Library, located downtown between Park Boulevard, 11th Avenue and J Street, began on August 1, 2010. The nine story library project provides numerous public amenities including public meeting rooms, terraces, roof gardens, public computers, broadband wireless internet, children's library, teen center, special events room, art gallery, underground parking and separate Auditorium and Café.

This ordinance authorizing the Mayor or his designee to execute a Tenth Amendment to Agreement with a Joint Venture between Rob Wellington Quigley Architects, Inc., and Tucker Sadler Architects, Inc. will provide for structural engineering construction administration for the library dome and special events room and additional services necessary for coordinating the artwork design in the library and auditorium including the 4th floor electronic art wall, dioramas and art panels in the elevator recesses and library lobby, and auditorium book wall. Other additional services were required to coordinate donated elements with the Library Foundation and complete project construction that were not originally included in scope for the professional construction administration services.

The New Central Library project participated in SDG&E's Savings By Design program which offers cash incentives and technical assistance to help maximize energy performance in new construction projects. The project will receive up to \$70,000 from SDG&E for exceeding Title 24 Energy Efficiency Standards. This cash incentive will be added to the project budget and utilized for project related design and construction expenditures.

Additional PEG fees (City TV) in the amount of \$50,000 will be added to the project budget to provide for final state of the art Audio Visual (AV) improvements in the Library and Auditorium. These additional will be used to achieve the Library's educational mission by

providing additional state-of-the-art audio-visual improvements to be incorporated in the library and auditorium. These elements include the infrastructure for additional display equipment as well as providing software to integrate the entire library's AV system.

FISCAL CONSIDERATIONS:

This action requests the execution of the Tenth amendment to the joint venture agreement in an amount not to exceed \$400,000 from Fund 400693, Central Library Contributions for the purpose of providing construction administration and additional services. Funding to increase the original, joint venture agreement is currently available in CIP S-00799, San Diego New Central Library. If approved, this Tenth amendment will increase the total joint venture agreement amount to \$15,541,572 with Rob Wellington Quigley Architects, Inc. and Tucker Sadler Architects.

In addition, this action requests to increase the Capital Improvements Program Budget in CIP S-00799, San Diego New Central Library, and to accept, appropriate, and expend energy efficiency rebate funds from SDG&E in an amount up to \$70,000 from Fund 400264, Private and Others Contribution-CIP and \$50,000 from Fund 200595 PEG fee (City TV), for the purpose of funding project related costs, contingent upon the receipt of energy efficiency rebate funds from SDG&E and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasurer. If approved, the total project cost would increase to \$187.62 million.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

On July 7, 2009 (R-05063) the City Council authorized a letter of intent defining the conditions of San Diego Unified School District leasing the sixth and seventh floors of the New Main Library as a Charter School.

On April 19, 2010 (R-305763) the City Council approved the City of San Diego New Central Library Lease Agreement with the San Diego Unified School District.

On June, 28, 2010 the City Council approved an additional up to \$500,000 expenditure and increase to the New Central Library CIP budget for SDUSD required architectural changes to the project (R-305943), authorized the Mayor or his designee to execute a phase-funded agreement with Turner for the New Central Library Project construction and authorized accepting an estimated \$63,282,092 private donations and creating the New Central Library Contribution Fund (R-305941) and on July 19, 2010 City Council authorized the 8th Amendment to Agreement with the Project architects Joint Venture for construction administration (O-19971).

On November 27, 2012 (R-307853) the City Council authorized an increase to the Fiscal Year 2013 Capital Improvements Program Budget in an amount not to exceed \$1,450,000, the appropriation and expenditure of \$1,000,000 PEG fee (City TV) for San Diego New Central Library for the purpose of providing audio visual improvement design and construction and authorized the appropriation and expenditure of up to \$200,000 in CIP S-00799, San Diego New Central Library, for the reimbursement of SDG&E required infrastructure and the appropriation and expenditure of up to \$250,000 for SDUSD requested architectural modifications.

On June 11, 2013 the City council authorized the 9th Amendment to Agreement with the Project architects Joint Venture to increase the additional services by \$93,900 for project design (O-20266).

On July 30, 2013, the City Council authorized an increase to the Fiscal Year 2014 Capital Improvements Program Budget in an amount not to exceed \$650,000, the appropriation and expenditure of \$650,000 PEG fee (City TV) for San Diego New Central Library for the purpose of providing audio visual improvement design and construction and executing Change Order 5 to the Construction Manager at Risk Agreement with Turner Construction Company.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

Citizen committees have studied possible sites for the new main library through 45 independent studies done over a 35-year period of time. Extensive community input was obtained with all major stakeholders in agreement.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Rob Wellington Quigley Architects, Inc., Tucker Sadler Noble Castro Architects, Inc. and their sub-consultants, Turner Construction Company, City of San Diego Library Department and its patrons, City TV, San Diego Unified School District, E3 Civic High, SDG&E, Civic San Diego, California State Library and the San Diego Library Foundation.

Heinrichs, Tony

Originating Department

Deputy Chief/Chief Operating Officer

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING DEPT. NO.: CC 3000006443
2112

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Fund Center or Cost Center	Internal Order or WBS Element	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$400,000.00

Vendor: Joint Venture between Rob Wellington Quigley and Tucker Sandler Architects, Inc.

Purpose: To authorize the expenditure of funds not to exceed \$400,000.00 to Joint Venture between Rob Wellington Quigley and Tucker Sandler Architects for the Tenth Amendment to the agreement for professional services in the San Diego New Central Library Project.

Date: October 18, 2013 By: James Long
COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Funded Program	Fund	Grant Number	G/L Account	Functional Area	Business Area	Internal Order	WBS Element	Original Amount
001	S00799	400693	-	512025	OTHR-00000000-CL	1713		S-00799.06.01.03	\$400,000.00
TOTAL AMOUNT									\$400,000.00

FUND OVERRIDE ☐

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION

DATE: November 6, 2013

SUBJECT: Tenth Amendment (REVISED) - San Diego New Central Library Joint Venture Contract (1472)

GENERAL CONTRACT INFORMATION

Recommended Consultant: Joint Venture of Rob Wellington Quigley Architects and Tucker Sadler Architects (DBE/M-Hisp)

Amount of this Action: \$ 400,000 (not-to-exceed)- 10th Amendment
 \$ 120,000 (Const. & other related costs reimbursed by SDG&E)

Previous/Cumulative Actions : \$ 15,141,572 (Consultants)
Cumulative: \$ 15,661,572

Funding Source: \$ City of San Diego

**Joint Venture of Rob Wellington Quigley Architects
And Tucker Sadler Architects, Inc.**

SUBCONSULTANT PARTICIPATION

This Action

Cumulative

Martin Libby Engineers (DBE, F-Caucasian)-	\$000,000.00	00.00%	\$1,086,433.00	6.94%
GEM/SC Engineers (Non Certified) -	\$000,000.00	00.00%	\$ 856,529.00	5.47%
LSW (Non Certified)	\$000,000.00	00.00%	\$ 931,018.00	5.94%
Flores Lund Consultants (Non Certified)	\$000,000.00	00.00%	\$ 86,115.00	0.53%
Katherine Stangle (Non Certified)	\$000,000.00	00.00%	\$ 98,750.00	0.61%
Meyer, Scherer & Rockcastle (Non Certified)	\$000,000.00	00.00%	\$ 199,300.00	1.27%
HKA Elevator Consulting (Non Certified)	\$000,000.00	00.00%	\$ 31,717.00	0.20%
Equal Access (Non Certified)	\$000,000.00	00.00%	\$ 6,080.00	0.04%
The Schatz Consulting Group (Non Certified)	\$000,000.00	00.00%	\$ 111,880.00	0.71%
Harmon Nelson Design (Non Certified)	\$000,000.00	00.00%	\$ 103,553.00	0.66%
Internal Parking Design (Non Certified)	\$000,000.00	00.00%	\$ 10,000.00	0.06%
Professional Consulting Group (DBE/SMBE/WMBE/F-Black)	\$000,000.00	00.00%	\$ 37,900.00	0.24%
Schirmer Engineering Group (Non Certified)	\$000,000.00	00.00%	\$ 163,378.00	1.04%
Curtain Wall (Non Certified)	\$000,000.00	00.00%	\$ 105,970.00	0.68%
Ninyo & Moore (MBE/Hisp. Amer)	\$000,000.00	00.00%	\$ 000,000.00	0.00%
CRC Consulting Group (Non Certified)	\$000,000.00	00.00%	\$ 76,258.00	0.49%
Charles Salter Associates (Non Certified)	\$000,000.00	00.00%	\$ 178,180.00	1.14%
Daylighting Consultant (Not Certified)	\$000,000.00	00.00%	\$ 000,000.00	0.00%
Endres Ware (Not Certified)	\$173,663.00	33.40%	\$ 173,663.00	1.11%
Martin Chow Nakabara (Non Certified)	\$000,000.00	00.00%	\$ 122,486.00	0.78%
Architectural Spec., Inc. (Non Certified)	\$000,000.00	00.00%	\$ 41,000.00	0.26%
Campbell Anderson (Not Certified)	\$000,000.00	00.00%	\$ 68,500.00	0.44%
CS Caulkins Inc (Non Certified)	\$000,000.00	00.00%	\$ 13,900.00	0.09%
SFDC (Non Certified)	\$000,000.00	00.00%	\$ 647,000.00	4.13%

SC Engineering (Non Certified) -	\$000,000.00	00.00%	\$ 6,500.00	0.04%
M-E Engineers (Non Certified)	\$000,000.00	00.00%	\$ 169,510.00	1.08%
RWQ/MSR (Non Certified)-	\$000,000.00	00.00%	\$ 75,000.00	0.48%
Platt/Whitelaw Architects (WBE, F-Caucasian)	\$000,000.00	00.00%	\$ 49,759.00	0.32%
Design & Consulting, Inc. (Non Certified)	\$000,000.00	00.00%	\$ 39,100.00	0.25%
Total Certified Participation	\$ 00,000.00	00.00%	\$1,174,092.00	7.50%
Total Subcontractor Participation	\$173,663.00	33.40%	\$5,715,816.00	36.50%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Equal Opportunity Required.

Tucker Sadler Architects, Inc. submitted a Work Force Report for their San Diego County employees dated, January 10, 2013 indicating 22 employees in their Administrative Work Force.

The Administrative Work Force indicates no under representations.

Rob Wellington Quigley submitted a Work Force Report for their San Diego employees dated, January 10, 2013 indicating 8 employees in their Administrative Work Force. The firm has fewer than 15 employees; and therefore, is exempt from analysis.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

This action requests the execution of the Tenth Amendment to Agreement in the amount of \$400,000 for the purpose of project design and construction administration. This action also requests the acceptance, appropriation and expenditure of up to \$70,000 from SDG&E's Savings By Design program for project related costs and an additional \$50,000 PEG fees (City TV) will be added to the project budget to provide for final state of the art Audio Visual (AV) improvements in the Library and Auditorium.

RLL

TENTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR
THE SAN DIEGO NEW CENTRAL LIBRARY

This Tenth Amendment to the Agreement is entered into by and between the City of San Diego, a municipal corporation (City) and the Joint Venture of Rob Wellington Quigley Architects and Tucker Sadler Architects (Consultant).

Recitals

- A. On October 2, 2000, the City and Rob Wellington Quigley entered into an Agreement to provide Professional Services for the San Diego New Main Library, on file in the office of the City Clerk as Document No. C-10303.
- B. On October 17, 2000, The City and Rob Wellington Quigley entered into a First Amendment to the Agreement, on file in the office of the City Clerk as Document No. RR-293901.
- C. On August 29, 2001, The City and the Consultant entered into a Second Amendment to the Agreement, on file with the City Clerk as Document No. RR-295221-1, assigning the Agreement to the Joint Venture.
- D. The City and Consultant subsequently entered into a Third, Fourth, Fifth, Sixth and Seventh Amendments, on file in the office of the City Clerk as Document Nos. RR-297351-1, RR-298285, RR-299560-1, RR-300359-1, and OO-19908, respectively, changing the Scope of Services and extending the duration of the Agreement.
- E. The Sixth Amendment consolidated the Scope of Services from the original Agreement and all prior amendments and exhibits into Exhibit A-5.
- F. The Seventh Amendment added Professional Services during the bidding phase of the project, described in the Scope of Services in Exhibit A-6.
- G. Tucker Sadler Noble Castro Architects has changed the name of its firm to Tucker Sadler Architects.
- H. On August 19, 2010, the City and the Consultant entered into an Eighth Amendment to the Agreement, on file with the City Clerk as Document No. OO-19971, extending the

term of the Agreement and amending the Scope of Services to provide Professional Services during construction of the San Diego New Central Library (formerly the San Diego New Main Library).

- I. On July 18, 2013, the City and Consultant entered into a Ninth Amendment to the Agreement, on file with the City Clerk as Document No. OO-20266, adding funds for Additional Services in the amount of \$93,900.
- J. The Consultant has shown the City that in the Compensation Schedule (Exhibit B-7) for the Eighth Amendment there was an inadvertent error in which a sub of the Structural Engineer was omitted, the amount listed was short by \$173,663. The City has agreed to compensate the Consultant for this inadvertent error.
- K. The City and Consultant desire to now add \$400,000 to the Agreement with \$173,663 for Structural Engineer Construction Administration and \$226,337 for Additional Services for the San Diego New Central Library.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and the mutual covenants and conditions set forth in this Tenth Amendment, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 1.1 (Scope of Services) of the Agreement is amended to read as follows:

ADD: "The Consultant shall perform the Professional Services set forth in the Scope of Services in Exhibits A-5 through A-7, in accordance with their respective compensation schedules, fee schedules, and time schedules in the Agreement and any amendments at the direction of the City. The Compensation for this Tenth Amendment shall not exceed \$400,000.00 with \$173,663.00 for Structural Engineer Construction Administration in accordance with the attached compensation schedule in Exhibit B-8, and \$226,337.00 as described as Additional Services. The total compensation to the Consultant under this Agreement and all amendments shall not exceed \$15,541,572.00."

2. The compensation described in Section 3.1 (General) of this Agreement is amended to read as follows:

ADD: "The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Agreement as amended, in a total amount not to exceed \$15,541,572.00, as set forth in the Compensation Schedules in Exhibits B through B-8, and the Fee Schedule in Exhibits C through C-7. The compensation for this Tenth

Amendment shall not exceed \$173,663.00 for Structural Engineer Construction Administration and \$226,337.00 in Additional Services. For the Scope of Services in Exhibit A-7, the Consultant shall not be entitled to fees which exceed the amounts in the Compensation Schedule in Exhibit B-8 and Fee Schedule in Exhibit C-7. The compensation for this Tenth Amendment added to phase two as previously identified:

	Exhibit A-7 Services	Additional Services
Phase I	\$3,697,628	\$323,375
Phase II	\$1,421,153	\$572,747

3. Section 3.3 (Additional Services) of the Agreement is amended to read as follows:

ADD: "If the City requires additional Professional Services (Additional Services) beyond the Scope of Services, except for additional costs as described in section 3.4 of this Agreement, the Consultant will be paid an additional fee. For Additional Services, if required, a maximum fee of \$1,886,981.00 may be paid, comprised of \$1,660,644.00 previously authorized and \$226,337.00 added by this amendment. The City and the Consultant must agree in writing upon such fee for a specific task based on the Fee Schedule prior to the Consultant beginning the Additional Services."

4. Article IV is amended to read as follows:

Delete Section 4.8 in its entirety and replace with the following:

"4.8 Title 24/Americans with Disabilities Act Requirements. Design Professional has sole responsibility for ensuring that all Project plans and other design services comply with all accessibility requirements under Title 24 of the California Code of Regulations, known as the California Building Code (Title 24), and under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time the designs are submitted to the City for review. When a conflict exists between Title 24 and ADAAG, the most restrictive requirement shall be followed by Design Professional (i.e., that which provides the most access). Design Professional warrants and certifies to the best of the design professional's knowledge that any and all plans and specifications prepared for the City in accordance with this agreement shall meet all requirements under Title 24 and ADAAG. Design Professional understands that while the City will be reviewing Design Professional's designs for compliance in specific and certain areas under Title 24 and ADAAG prior to acceptance of Design Professional's designs, Design Professional understands and agrees that the City's access review process and its acceptance of Design Professional's designs in no way limits the Design Professional's obligations under this agreement to prepare designs that comply with all requirements under Title 24 and ADAAG."

5. Article VIII is amended to read as follows:

ADD: "8.23 Equal Benefits Ordinance. This Agreement is subject to the Equal Benefits Ordinance [EBO]. All consultants are required to complete the Equal Benefits Ordinance Certification of Compliance included herein as Exhibit I. Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements. Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948."

6. The Compensation Schedule (Exhibit B-8) and the Equal Benefits Ordinance Certification of Compliance (Exhibit I) are hereby incorporated into this amendment by reference.
7. This Tenth Amendment to the Agreement shall affect only the terms and/or conditions referred to herein. All other terms and conditions of the Agreement and prior amendments shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego acting by and through its Mayor or his designee, pursuant to Ordinance No. O-_____ authorizing such execution, and by the Consultant through its duly authorized officers.

ROB WELLINGTON QUIGLEY

CITY OF SAN DIEGO

ARCHITECTS, INC.

By: 

By: _____

Name: Rob Quigley

Name: _____

Date: 11-11-13

Date: _____

TUCKER SADDLER ARCHITECTS, INC.

By: 

Name: ARTURO M CASTRO

Date: 11/11/13

I HEREBY APPROVE the form and legality of the foregoing amendment this ____ Day
of _____, 2013.

JAN I. GOLDSMITH, City Attorney

By: _____

SAN DIEGO NEW MAIN LIBRARY
Amendment # 10

Discipline/Firm	Const. Admin.	Additional Services	Total
Structural: WBE Martin Libby Engineers	\$173,663	-	\$173,663
Additional Services		\$226,337	\$226,337
Total	\$173,663	\$226,337	\$400,000

EXHIBIT I

EQUAL BENEFITS ORDINANCE

CERTIFICATION OF COMPLIANCE

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Tucker Sadler Architects

Contact Name: Arturo M Castro

Company Address: 401 B Street, Ste. 1600

Contact Phone: 619-236-1662

Contact Email:

CONTRACT INFORMATION

Contract Title: San Diego New Central Library

Start Date: Oct. 2000

Contract Number (if no number, state location): C-10303

End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

☒ I affirm compliance with the EBO because my firm (*contractor must select one reason*):

- ☒ Provides equal benefits to spouses and domestic partners.
- ☐ Provides no benefits to spouses or domestic partners.
- ☐ Has no employees.
- ☐ Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

☐ I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Arturo M Castro, Pres. & COO

Name/Title of Signatory

Signature

11/6/13

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

☐ Approved

☐ Not Approved – Reason:

rev 02/15/2011